

CGC SHEETROCK® BRAND GLASS-MAT PANELS MOLD TOUGH® AR AND VHI FIRECODE® X LIMITED WARRANTY

WHAT IS COVERED?

CGC Inc. (CGC) warrants that its CGC Sheetrock® Brand Glass-Mat Panels Mold Tough® AR and CGC Sheetrock® Brand Glass-Mat Panels Mold Tough® VHI (“Products”) shall be free from manufacturing defects and meet or exceed all the criteria for ASTM C1658. In particular, CGC Sheetrock® Glass-Mat Panels Mold Tough AR and CGC Sheetrock® Glass-Mat Panels Mold Tough VHI meet all the performance parameters described in CGC data sheets EWB2750 and EWB2749. The specific claims in the data sheets are incorporated by reference in this warranty.

This warranty extends to dealers who sell our products, contractors who install our products, and all owners of the building within the warranty period.

In addition, CGC further warrants to the contractor installing the Products that they will not delaminate or deteriorate for up to 12 months after installation, with the exceptions of hurricanes, tropical storms, tornadoes, high winds, hailstorms, earthquakes, sandstorms, and immersion in pooling or cascading water.

HOW LONG DOES COVERAGE LAST?

The warranty against all manufacturing defects runs for a period of three years beginning on the date of installation of the Products in the building. The contractor-specific warranty relating to installation of the Products runs for a period of 12 months from the time the Products are installed.

WHAT IS NOT COVERED?

CGC shall not be responsible for any loss resulting from any of the following:

- Storage, design and installation practices not in accordance with the published recommendations and specifications of CGC (see CGC data sheets EWB2750 and EWB2749).
- Structural movement or defects in the manufacture or application of other manufacturers’ materials.
- Moisture intrusion defects including insect, fungus, bacteria and mould infestation.
- Failure of the owner to maintain the building with reasonable care.

WHAT WILL CGC DO?

CGC will, at its option, replace the goods or refund the purchase price, and, where the Products have already been installed, pay reasonable labour costs to fix damage caused by a defect in the Products, up to a maximum amount equal to two (2) times the original uninstalled purchase price of the nonconforming panels.

HOW DO I GET SERVICE?

As soon as practical, and in any event within thirty (30) days of the time you discover a problem, write to us, including a brief description of the problem. Photographs and videotape of the damaged area are often very helpful. Please also include any sales receipt, invoice or other evidence indicating the date of installation. Please send all this to: CGC Inc., 350 Burnhamthorpe Rd. W, 5th Floor, Mississauga, ON L5B 3J1. If you want additional copies of the applicable product literature, please visit cgcinc.com or write to us at the address on the following page.

**DISCLAIMER OF OTHER WARRANTIES;
LIMITATION OF KINDS OF DAMAGES;
RECOVERABLE; EFFECT OF
PROVINCIAL LAW**

CGC undertakes no responsibility for the quality of the Products except as provided in this warranty. In other words, CGC disclaims all express or implied warranties of merchantability.

CGC assumes no responsibility that the Products will be fit for any particular purpose for which you may be buying these Products, except as provided in this warranty. In other words, CGC disclaims all express or implied warranties of fitness for a particular purpose.

CGC will not be responsible under this warranty for any incidental, special, indirect or consequential damages resulting from a defect in these Products.

This warranty will be the exclusive remedy for all persons entitled to warranty coverage as described in this warranty. No other remedy shall be applicable.

Some states limit or do not allow the disclaimer of certain remedies or the exclusion of incidental or consequential damages, so the exclusions and limitations of remedies and damages in this section may not apply to you.

TRADEMARKS

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